

10.8 Any recourse of Licensor against Network will extend only to Network and not to any shareholder, member or partner of Network. Any recourse of Network against Licensor will extend only to Licensor and not to any shareholder, member or partner of Licensor.

10.9 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

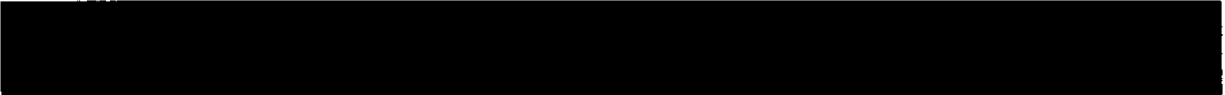
10.10 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. This Agreement shall not be assigned by any party without the prior written consent of the other parties; *provided, however*, that no consent shall be necessary in the event of: (a) a merger, acquisition or other business combination in respect of such party, (b) assignment to an entity under common control with, controlled by or controlling such party or (c) a sale of all or substantially all of the assets of such party.

10.11 This Agreement insofar as it relates to the games of the NHL, MLB, NFL, NBA, NCAA, college conferences or other sports league is subject to the rules, regulations and agreements of the applicable league.

10.12 If Network, on the one hand, or Licensor or Fox, on the other hand, is not in compliance with an obligation herein, the other party, prior to claiming a breach of the Agreement, shall notify such party in writing of the asserted non-compliance and provide a thirty (30)-day cure period if such non-compliance is susceptible of cure. In the event that the non-compliant party has not cured such non-compliance within such cure period, or in the event that the non-compliance constitutes a [REDACTED] [REDACTED] the compliant or non-breaching party or parties shall have the right to terminate this Agreement in writing immediately thereupon and at any time thereafter that the non-compliance remains uncured.

10.13 This Agreement shall terminate immediately thereupon, if delivery of the Network Service is permanently discontinued.

10.14 [REDACTED]



10.15 This Agreement, inclusive of the Exhibits hereto, represents the entire understanding and agreement between the parties hereto with respect to the specific subject matter hereof. Upon commencement of the Term of this Agreement pursuant to Section 3, this Agreement shall supersede all prior negotiations and agreements between the parties with respect to the subject matter hereof.

10.16 All notices and other communications required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given (a) upon delivery, when delivered in person or sent by facsimile or (b) one business day after having been sent by a internationally recognized overnight courier service to the appropriate party and addressed as follows:

If to Network:

with a copy (which shall not constitute notice) to:

If to Licensor:

National Sports Programming
10201 West Pico Boulevard, Bldg 103 (4th Floor)
Los Angeles, CA 90064
Attention: Robert L. Thompson, President
Fax No.: 310-969-0517

with a copy (which shall not constitute notice) to:

Fox Cable Networks Group
10201 West Pico Boulevard, Bldg. 103
Los Angeles, CA 90035
Attention: Business and Legal Affairs, SVP Affiliation Matters
Facsimile: 310-969-5678

If to Fox:

Fox Cable Networks Services, LLC
10201 West Pico Boulevard, Bldg. 103
Los Angeles, CA 90035
Attention: Business and Legal Affairs, General Counsel
Facsimile: 310-969-5678

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 10.16.

10.17 If any provision of this Agreement, including but not limited to Exhibit 8, shall for any reason be adjudicated by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be confined to the provision directly involved in the controversy in which such judgment shall have been rendered.

10.18 Notwithstanding anything to the contrary contained herein, no person or entity (other than the persons entitled to indemnification pursuant to Paragraph 11 of Exhibit 8) shall be a third-party beneficiary of this Agreement or any provision hereof.

10.19 Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed by the parties that no representation, undertaking or agreement made in this Agreement (including but not limited to Exhibit 8) on the part of any party was made or intended to be made as a personal or individual representation, undertaking or agreement on the part of any stockholder, director, officer, agent, partner or member of such party, and no personal or individual liability or responsibility is assumed by, nor shall any recourse at any time be asserted or enforced against, any such stockholder, director, officer, agent, partner or member, all of which recourse (whether in common law, in equity, by statute or otherwise), is hereby forever waived and released.

10.20 Nothing in this Agreement (including but not limited to Exhibit 8) is intended, nor shall it be construed, to create any partnership or joint venture between Network, on the one hand, and Licensor and/or Fox, on the other hand. Neither Network, on the one hand, nor Licensor and/or Fox, on the other hand, shall be or hold itself out as the agent of the other in connection with, or as a result of, this Agreement.

10.21 The headings of the sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of any provision of this Agreement.

10.22 This Agreement may be signed in counterparts each of which shall be deemed to be an original but not which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Fox Sports Network License Agreement, as of the Effective Date set forth in the preamble hereto.

NATIONAL SPORTS PROGRAMMING

By: FOX SPORTS NET, INC.

By: _____
Name: _____
Title: _____

[NAME OF NETWORK]

By: [NAME OF MANAGING MEMBER]

By: _____
Name: _____
Title: _____

FOX CABLE NETWORK SERVICES, LLC
(solely with respect to Section 8 and
Exhibit 8)

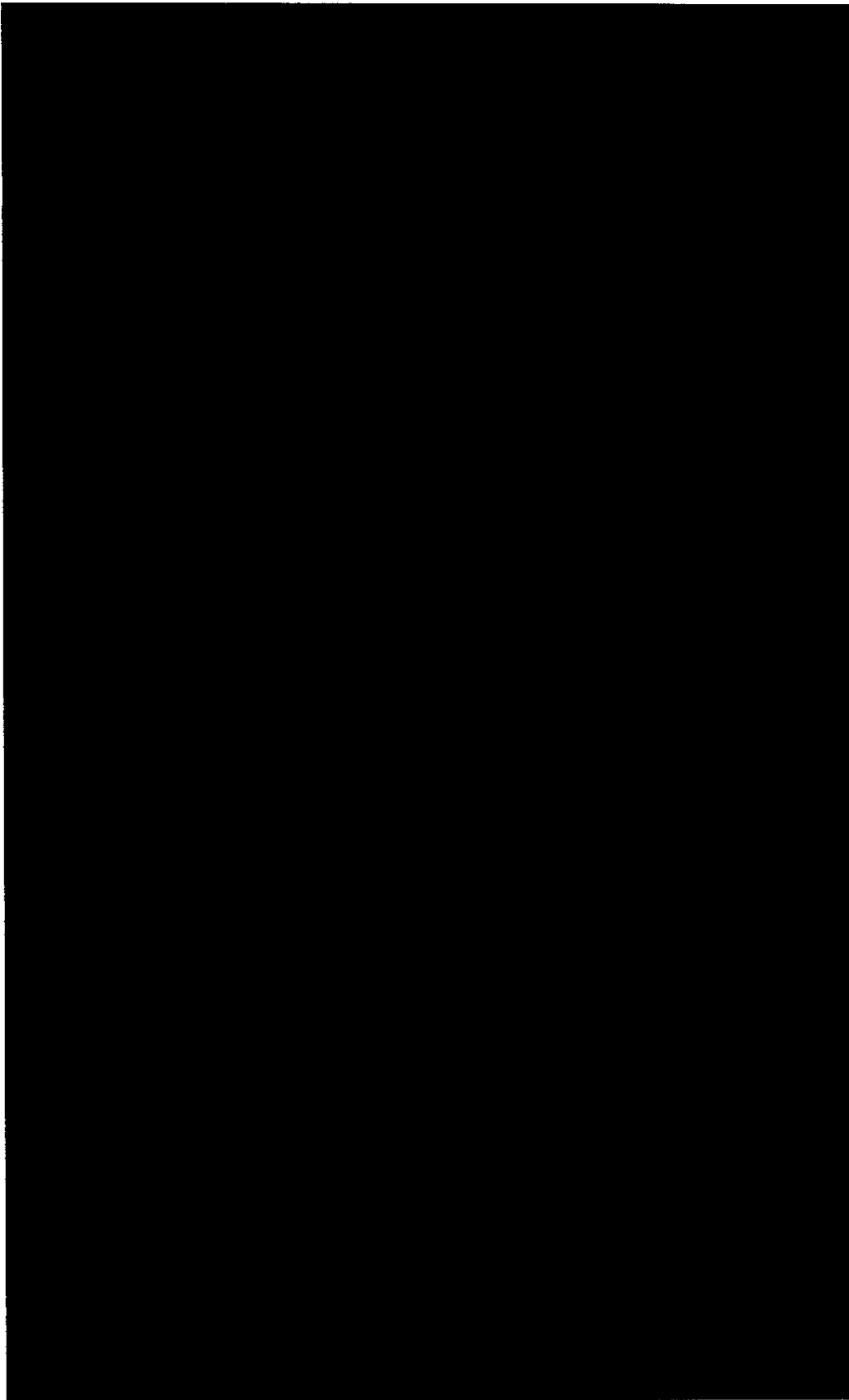
By: _____
Name: _____
Title: _____

EXHIBIT 6

FOX SPORTS NETBASE - November 2006

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TRADEMARK AND WORKS LICENSES

1. Grants of Licenses

a. Fox hereby grants to Network, [REDACTED] subject to the terms and conditions of this Exhibit 8, a royalty-free, non-exclusive sub-license (the "*Trademark License*") to use and grant sub licenses to Network Licensees (as defined in [REDACTED]) to use the [REDACTED] trademarks, service marks, logos and trade names listed on Schedule A hereto (collectively the "*Licensed Marks*") in the Network Territory (as defined in Section 1.3 of the Agreement), as such Schedule A may be amended from time to time by written agreement of the parties, in connection with the operation, distribution and telecast of television programming and related services featuring predominantly sports and sports-related programming via television [REDACTED] and related advertising, promotional and marketing materials and promotional merchandise (the "*Program Services*"). [REDACTED]

[REDACTED] At Fox's request, Licensee shall set forth on all materials bearing or including the Licensed Marks, including but not limited to Network's programming, such legends, markings and notices as Fox may request to give appropriate notice of any trademark, service mark, trade name or other rights therein or pertaining thereto ("*Notice*"). For segments of Network's programming that contain end credits, Network shall include Notice among the end credits. For those segments of Network's programming which do not contain end credits, Network shall [REDACTED] include Notice in connection with such programming in a location deemed appropriate [REDACTED]

b. Fox shall make available to Network any Fox Sports Net and/or FSN trademarks, logos and/or tradenames newly adopted after the date hereof in connection with the Program Services. With respect to any trademarks, logos and/or tradenames so made available, (i) the use thereof by Network shall be subject to, and governed by, the terms hereof and (ii) Schedule A shall be amended to include such additional Licensed Marks.

c. Fox hereby grants to Network, [REDACTED] subject to the terms and conditions of this Exhibit 8, a royalty-free, non-exclusive sub-license (the "*Works License*" and, together with the Trademark License, the "*Trademark and Works Licenses*") to use and to grant sublicenses to Network Licensees to use the various graphics packages to be

used in conjunction with the programming of the Service (the "**Works**") in the Network Territory solely in connection with the Program Services.

d. The Trademark and Works Licenses shall be used solely in accordance with the terms of this Exhibit 8. Neither the Trademark License nor the Works License may be sub-licensed by Network to any other person or entity, other than Network Licensees, without written consent of Fox.

2. Acceptance of License

Network hereby accepts the Trademark and Works Licenses and agrees to use the Licensed Marks and the Works only in accordance with the terms and conditions set forth in this Exhibit 8. Network acknowledges and is familiar with the quality, style and image of Fox, the Licensed Marks and the Works and agrees to use the Licensed Marks and the Works in a manner that is in accordance with the "Quality Controls" provision set forth below in paragraph 6(a).

[REDACTED]

During the term of the Trademark and Works Licenses, Network shall not attack the validity of this License, or use the Licensed Marks or the Works or any confusingly similar mark in a manner other than as licensed or agreed to by the parties in accordance with the terms of the this agreement.

3. Ownership of Licensed Marks

Fox warrants and represents that [REDACTED] is the sole and exclusive owner of all rights, title and interest in and to the Licensed Marks and Works, including, but not limited to, any and all trademark rights and copyrights, and that [REDACTED] has exclusively licensed the use of the Licensed Marks and Works to Fox in connection with the Program Services in the Network Territory. Fox hereby warrants that any Works that are the subject of the Trademark and Works Licenses, will be original to [REDACTED] and/or Fox and shall not infringe any copyright, trademark, or other intellectual property rights of any other person or entity, and shall not constitute a libel or defamation, or an invasion of the right of privacy or publicity, of any other person or entity.

Fox further warrants and represents that it is fully and exclusively authorized by [REDACTED] to enter into and grant Network this Trademark and Works Licenses to use and grant sublicenses to Network Licensees to use the Licensed Marks and Works in connection with the Program Services in the Network Territory.

Network acknowledges [REDACTED] exclusive right, title and interest in and to the Licensed Marks and the Works, all goodwill associated therewith, all rights relating thereto, and all applications and registrations therefor, and will not at any time do or cause to be done any act or thing contesting, attacking or in any way impairing or tending to impair any part of the Licensed Marks or the Works or [REDACTED] right in and to such marks and graphics packages. Network

agrees that it shall not in any manner represent that it has any ownership in any of the Licensed Marks or any of the Works, applications therefor or registrations thereof, and Network acknowledges that use of the Licensed Marks and/or the Works shall not create in Network's favor any right, title or interest in or to the Licensed Marks or the Works, but that all uses of the Licensed Marks and the Works by Network shall inure solely to the benefit of [REDACTED]. Further, Network shall not adopt or use, without [REDACTED] prior written consent, any mark, logo or name that is similar to or likely to be confused with the Licensed Marks, as set forth with greater particularity in Paragraph 8 below. Notwithstanding the foregoing, nothing in this Paragraph 3 constitutes a waiver of any of [REDACTED] legal rights, claims, remedies or defenses.

4. Good Will

Network recognizes the value of the publicity and good will associated with the Licensed Marks and acknowledges that such good will is exclusively that of [REDACTED]

5. Use of the Licensed Marks and Works

a. Network agrees that all uses by Network of the Licensed Marks and the Works shall be solely for the purposes set forth in this Exhibit 8. Network agrees to notify Fox promptly, in writing, if Network becomes aware of any uses of, or any applications or registrations for, a trademark, service mark or logo, or use of a trade name by third parties that is confusingly similar to the Licensed Marks or any allegations or claims, whether or not made in a lawsuit, that the use of the Licensed Marks or the Works by [REDACTED] Fox or Network infringes the trademark, service mark, copyright or other rights of any other party.

b. Network shall use the Works without any alterations, modifications, or other changes, unless Fox shall have granted consent to any such changes in advance and in writing. To the extent that any such changes are consented to by Fox, such changes shall be deemed derivative works as defined under U.S. Copyright Laws (the "*Derivative Works*") and Network agrees to assign to [REDACTED] and hereby assigns to [REDACTED] all right, title, and interest in and to the Derivative Works, including copyrights, any moral rights, and other intellectual property rights subsisting therein, except Network owns and shall not assign to [REDACTED] any and/all intellectual property, including, but not limited to, trademarks, trade names, marks, designations symbols, copyrighted works, copyrights, or moral rights (i) owned by Network prior to the execution of this Trademark and Works Licenses and/or (ii) independently copyrightable subject matter comprising the Derivative Works that is originally created, developed, adopted and/or used by the Network during the term of this agreement and separable or conceptually separable from the Derivative Works. To the extent that moral rights (including but not limited to the rights of attribution, reputation, and/or integrity) in the Derivative Works are not assignable under local law Network voluntarily agrees to waive, and hereby waives, such rights, except as otherwise provided herein. Network hereby warrants that any Derivative Works created under this Agreement, at the time of creation and at all times thereafter, will be original to, owned by or licensed to the Network and shall not infringe any copyright, trademark, or other intellectual property rights of any other person or entity, and shall not constitute a libel or defamation, or an invasion of the right of privacy or publicity, of any other person or entity.

c. Network shall take no action that may, directly or indirectly, cause any damage, harm, or injury to, or challenge, [REDACTED] ownership of the Licensed Marks and Works.

6. Quality Controls

a. Fox adopts as quality standards under this Trademark and Works Licenses granted herein and Network acknowledges its obligation to maintain the quality standards of the Program Services to be at least equal to [REDACTED]

[REDACTED] Network acknowledges that, if any of the Program Services are of inferior quality, the substantial goodwill that [REDACTED] has established and now possesses in the Licensed Marks and the Works could be impaired. Accordingly, Network also agrees that the Program Services and all uses of the Licensed Marks and the Works shall not only comply with the quality standards set forth above in paragraph 6(a), but shall: (i) comply with all federal, state, and local laws; and (ii) comply and maintain compliance by its independent contractors with the trademark, trade name and service mark stylization specifications of Fox and/or [REDACTED] including but not limited to color, graphics and type font with respect to all usage of the Licensed Marks throughout the term of this Exhibit 8.

b. In the event that the above-stated quality standards are not met or maintained throughout the term of these Trademark and Works Licenses, Fox has the right to require that Network discontinue use of the Licensed Marks and/or the Works in connection with the Program Services and any related materials that do not meet such quality standards set forth in paragraph 6(a), provided it first gives Network written notice and an opportunity to cure the quality of the particular Program Services and related materials but in any event no later than [REDACTED] days following receipt of such written notice from Fox, to modify such Program Services or related materials to bring them into compliance with this Exhibit 8, or to discontinue use of such Program Services; [REDACTED]

7. Right of Inspection of Material

a. Network warrants that the on-air logos, labels, advertising or promotional material and other merchandise (the "*Materials*") that are created by, or under the authority of, Network using any Licensed Mark or any Work (i) apart from the Licensed Marks and the Works themselves, will not infringe any statutory copyright or statutory or common law trademark, service mark, logo or trade name and (ii) will not constitute a libel or defamation, or an invasion

of the right of privacy or publicity of any person or entity, or an infringement of any other right of any kind of any person or entity.

b. During regular business hours and upon reasonable notice, Fox shall have the right, exercisable [REDACTED] to inspect any Materials being used by Network bearing the Licensed Marks and/or the Works in order to determine if the use of the Licensed Marks and/or the Works on or in such Materials conform to the terms of this Exhibit 8. Upon Fox's written request [REDACTED]

[REDACTED] Network agrees to deliver to Fox, free of charge, representative copies or samples of Materials on which any Licensed Mark or any Works appear or are used except (i) those Materials ordered by Network from Fox's approved merchandise catalogs, which catalogs may be amended and supplemented from time to time, provided such merchandise bears the Licensed Marks without any variation thereto, and (ii) Materials supplied to Network by Fox, any of its affiliates or independent contractors. Any Material delivered pursuant to this Paragraph 7 shall be used by Fox only for purposes of determining Network's compliance with this Exhibit 8.

[REDACTED]

8. Agreement Not to Register or Use Similar Trademarks

Network shall not attempt to register or use any trademark, service mark, logo or trade name that is identical to, incorporates, or is confusingly similar to any of the Licensed Marks without the prior written consent of Fox; *provided* that Network shall not be prohibited from using a tag line (for example, "a service of Liberty Sports") or mark along with any Licensed Mark in connection with the programming service or any related product or service. Use of any such tagline is subject to Fox's prior written approval. [REDACTED]

[REDACTED]

9. **Trademark, Trade Name or Copyright Infringement**

a. Fox and/or its licensor may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary to protect the validity and strength of the Licensed Marks and the rights in the Works. Such action may include, without limitation, (i) assuming responsibility for the defense of any lawsuit challenging or affecting rights to the Licensed Marks and/or the Works, and/or (ii) instituting litigation to protect its rights to the Licensed Marks and/or the Works. Network shall promptly notify Fox in writing of the use of any of the Licensed Marks or the Works by any third party which Network considers might be an infringement, dilution or passing off of the Licensed Marks ("**Potential Infringement**").

b. In the case of a Potential Infringement, Fox agrees to cooperate in good faith with Network to determine whether a proceeding should be brought against such third party; *provided, however*, that during the term of this Exhibit 8, Fox and/or its licensor of the Licensed Marks shall have the overriding right to decide that proceedings shall be brought against such third parties. In the event that Fox and/or its licensor decides to take action against such third party, Network agrees to cooperate fully with Fox and/or its licensor to prosecute such action and to comply with all reasonable requests for assistance in connection therewith, and all costs, fees and expenses of such action and such cooperation and assistance shall be borne by Fox and/or its licensor. All damages, profits, penalties, attorneys' fees and other consideration, compensation or reimbursement which may be recovered shall be solely for the account of Fox and/or its licensor. In the event that Fox and/or its licensor decides not to take action against such third party, Network shall have the right (but not the obligation) to take action against such third party, provided that all costs and expenses of such action and such cooperation and assistance shall be borne by Network (unless agreed otherwise in writing) and all damages, profits, penalties, attorneys fees and other consideration, compensation or reimbursement which may be recovered shall be solely for the account of Network. If Network takes such action, Fox and/or its licensor will cooperate fully, at Network's expense, in discovery and at trial and, upon receipt of Fox's and/or its licensor's prior written consent (which consent shall not be unreasonably withheld), Fox and/or its licensor may be named as a party plaintiff.

10. **Terms and Termination.**

a. The Trademark and Works Licenses granted to Network pursuant to this Exhibit 8 shall automatically terminate (unless otherwise terminated earlier by mutual agreement of the parties hereto or as provided below in this Paragraph (a)) immediately (i) if Network shall commit any [REDACTED] breach of its [REDACTED] obligations hereunder which is not cured within the period permitted by Paragraph (b) below, (ii) if any order is made, or a petition presented, or an effective resolution is passed for the winding up of Network (except for the purposes of reorganization or similar debt restructuring, the terms of which have previously been notified to and approved by Fox, which approval shall not be unreasonably withheld), (iii) upon the bankruptcy of Network or (iv) the Agreement expires or is terminated.

b. If Network breaches any of its [REDACTED] obligations under this Exhibit 8, Fox shall have the right to give written notice to Network ("**Termination Notice**") setting forth an explanation of such breach. The Network and Works Licenses granted to Network pursuant to this Exhibit 8 shall automatically terminate on the [REDACTED] day following the date of such

Termination Notice unless Network has cured such breach; [REDACTED]

c. In the event that the Trademark and Works Licenses granted hereunder are terminated pursuant to Paragraph 10(a)(i), (ii) or (iii), upon the effective date of termination of the License, Network shall cease all uses of Licensed Marks and the Works. [REDACTED]

[REDACTED] Network shall, promptly thereafter, execute all documents reasonably necessary to prevent further use by Network of the Licensed Marks and the Works (including the voluntary cancellation of any business name or company name registrations or records which include the Licensed Marks) and/or to confirm the retention by Fox of its right, title and interest in and to the Licensed Marks and the Works. In addition, if Network is unable to delete, obliterate, edit or remove the Licensed Marks from the Materials, then (subject to the provisions in the first sentence of this paragraph (c)), Network shall return to Fox, or at Fox's option destroy, all Materials not yet disseminated which contain the Licensed Marks, and all materials used for the purpose of printing or reproducing the Licensed Marks. If Fox elects to have Network destroy all materials referred to in the preceding sentence, then Network shall provide Fox with an Affidavit of Destruction and/or Erasure within [REDACTED] days of said destruction or erasure.

11. Indemnification

a. Network shall indemnify and hold harmless Fox, its licensor of the Licensed Marks and the Works, its parents, subsidiaries, partners and affiliates and its and their respective officers, directors, employees, attorneys, accountants and agents from and against any and all losses, liability, damage, cost or expense (including reasonable attorneys fees) arising out of or resulting from any claims or suits that may be made or brought against Fox by reason of (i) the breach or violation by Network or its affiliated companies (other than an affiliate of Fox) or its officers, directors, employees, attorneys, accountants and agents, of any of the terms or conditions of or representation, warranty, covenant or agreement in this Exhibit 8 which was not approved by Fox; or (ii) any unauthorized use by Network, its parents, subsidiaries, partners and affiliates or its and their officers, directors, employees, attorneys, accountants and agents, of the Licensed Marks and/or the Works which was not approved by Fox or by any of its affiliates that is a member or partner in Network; *provided*, that, Fox shall give prompt written notice, cooperation and assistance to Network with regard to any claim or suit at Network's sole

expense. If a suit or claim is brought against Fox for which indemnity is sought hereunder, Network shall have the right to undertake or control the conduct of such suit or claim on behalf of Fox.

b. Fox shall indemnify and hold harmless Network, its parents, subsidiaries, partners and affiliates and its and their respective officers, directors, employees, attorneys, accountants and agents from and against any and all losses, liability, damage, cost or expense (including reasonable attorneys fees) arising out of any claims or suits that may be made or brought against Network by reason of (i) any breach or violation by Fox, or its affiliated companies or its or their respective officers, directors, employees, attorneys, accountants and agents, of any of the terms or conditions of the warranties, representations, covenants or agreements contained herein, or (ii) any use by Network or its parents, subsidiaries, partners and affiliates or its and their respective officers, directors, employees, attorneys, accountants and agents, of the Licensed Marks and the Works in accordance with this Exhibit 8; provided that Network shall give prompt written notice, cooperation and assistance to Fox with regard to any such claim or suit at Fox's sole expense. If a suit or claim is brought against Network for which indemnity is sought hereunder, Fox shall have the right to undertake or control the conduct of such suit or claim on behalf of Network.

c. If any entity indemnified pursuant to this Paragraph 11 is ultimately found by any court of competent jurisdiction not to be entitled to indemnification under this Paragraph for any matter, such entity shall repay all amounts paid or reimbursed in respect of such matter by the indemnifying entity pursuant to this Paragraph.

d. The indemnity provisions contained in this Paragraph 11 shall survive any termination of the Trademark and Works Licenses granted pursuant to this Exhibit 8 but shall be limited to any breach or violation of the licenses, warranties, representations, covenants, terms, provisions or agreements contained herein that occurs during the term of this agreement.

12. Remedies

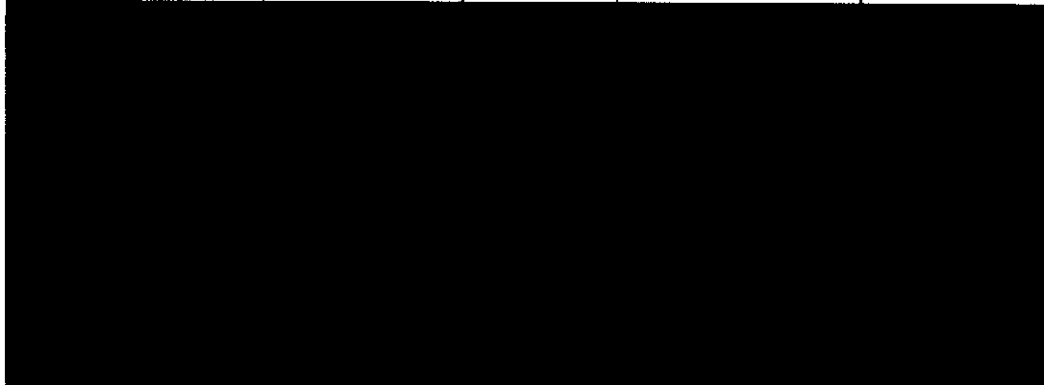
Each Party expressly agrees that in the event of a breach or threatened breach or a [REDACTED] obligation of this Exhibit 8 which breach remains uncured within the time frame(s) permitted to cure such breach after receipt by the non-breaching party of written notice detailing the specific causes for the alleged breach by the other party, the non-breaching party shall be entitled to seek injunctive and other equitable relief against the breaching party. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the non-breaching party may have for damages or otherwise, at law or in equity. Notwithstanding the preceding sentence, nothing in this Exhibit 8 constitutes a waiver of any of the breaching party's legal rights, claims or defenses.

13. Further Assurances

Network agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents and to do all such other acts and things, as may be required by law or as in the reasonable opinion of Fox, may be necessary or advisable to carry out the intent and purpose of this Exhibit 8. Fox shall act in good faith in the enforcement

of its rights under this Exhibit 8, and shall not enforce such rights in an arbitrary manner. Fox agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents and to do all such other acts and things, as may be required by law or as in the reasonable opinion of the Network, may be necessary or advisable to carry out the intent and purpose of this Exhibit 8. The Network shall act in good faith in the enforcement of its rights under this Exhibit 8, and shall not enforce such rights in an arbitrary manner.

Schedule A
Licensed Marks

Trademark	U.S. Serial No.	Int'l Class	Application Date	Design
				

*** Slip Sheet ***

EXHIBIT B

FORM OF
NATIONAL ADVERTISING SALES REPRESENTATION AGREEMENT
FOR [IDENTIFY RSN]

NATIONAL ADVERTISING SALES REPRESENTATION AGREEMENT, dated as of _____, 2007, (the "*Agreement*") between [], LLC, a Delaware limited liability company ("*Network*"), which operates the regional sports programming service currently known as "[IDENTIFY RSN]" (the "*Service*") and NATIONAL ADVERTISING PARTNERS ("*Representative*").

1. (a) The Term of this Agreement shall end on [REDACTED]

(b) The Agreement shall automatically extend for [REDACTED] after the expiration of the initial term and any subsequent [REDACTED] unless either party delivers written notice to the other party at least 90 days prior to the expiration of the then applicable term of its intent to terminate the Agreement effective as of the expiration of the then applicable term.

2. (a) Network hereby engages Representative, and Representative hereby agrees to serve, as Network's exclusive representative for the sale, on behalf of Network, of national advertising time on the Service that is available for sale by Network on the terms and conditions contained in this Agreement. The scope of such representation will be limited to national advertising sales.

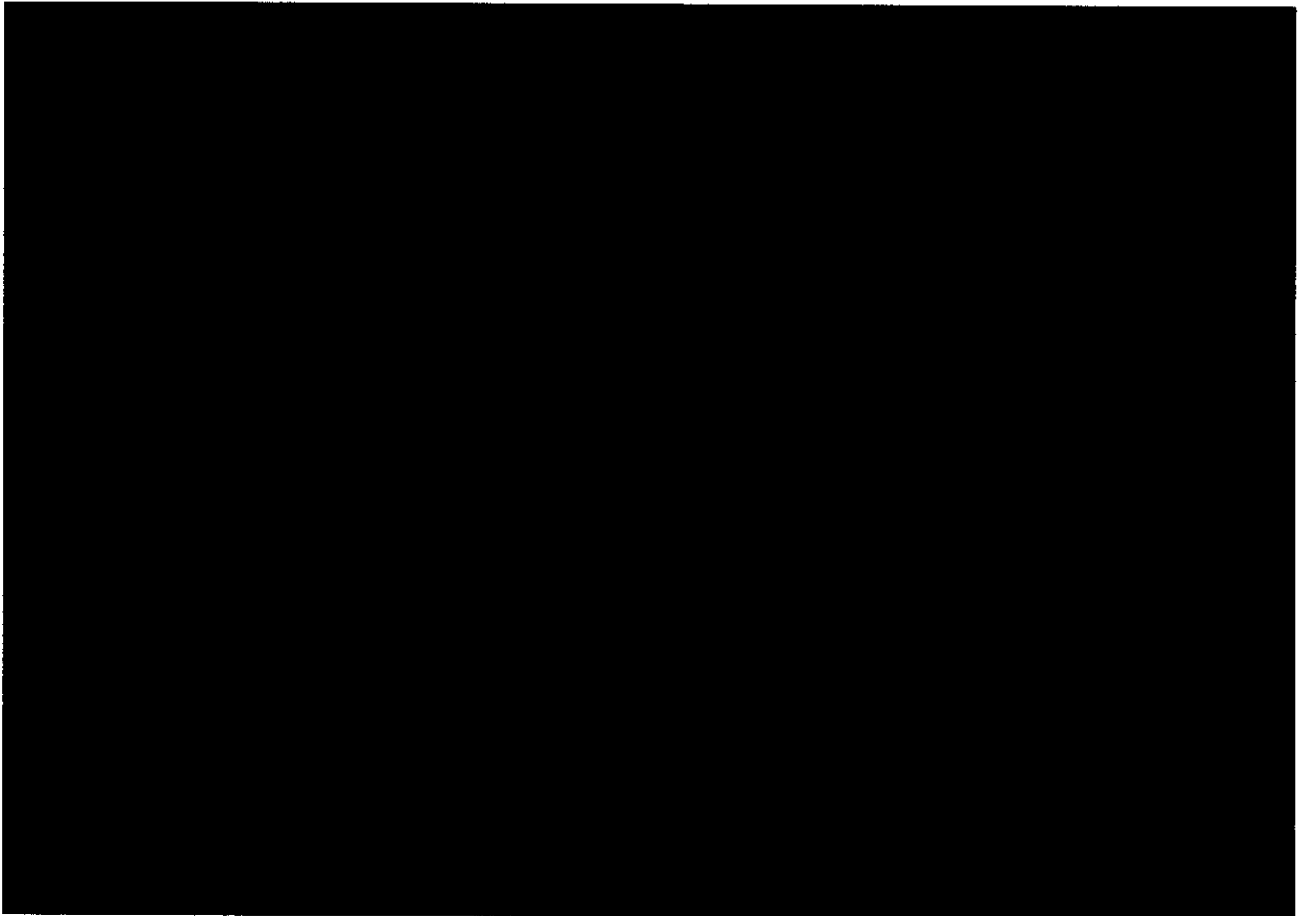
(b) The exclusivity granted by this Agreement means that Network may only sell advertising time on the Service pursuant to a "local sale"; provided that, as clarification, Network may also sell infomercials, direct-marketing and paid programming consistent with its practice as of the date of this Agreement and such sales shall not give rise to any commissions to Representative. A sale is local if [REDACTED]

[REDACTED]

3. (a) Representative will notify Network's General Manager or the General Manager's designee as soon as reasonably practicable of potential orders, such notice to be in reasonable detail, including, without limitation, the proposed rates, the amount of time being purchased, the placement of such time, the advertiser and its agency, where the proposed sale originates, the content of the advertisement, a list of the other regional sports networks, if any, on which the advertisement will be cleared and such other information as Network may from time to time reasonably request.


(b) Representative will be responsible for the confirmation of all orders with all customers obtained by Representative and all orders shall be subject to Network's prior approval (including, without limitation, as to rates and content). Network shall have ten (10) business days after receipt of written notice specifying all terms and conditions of such order and stating conspicuously that pursuant to Section 3(b) of this Agreement the order will be deemed approved if not rejected within ten (10) business days (but only if such order is for advertisements that will run within one year of such order), to reject an order.

(c) Notwithstanding Section 3(b), Network will not withhold such approval for any advertisement in any program if:



(d) Representative will be responsible for all billing and collection (but does not guarantee collections) and for providing to Network on a timely basis all information and broadcast quality tapes necessary or appropriate for Network to clear the advertisements placed by Representative; provided, that Network will continue to be responsible for all billing and collection (but does not guarantee collections) in respect of national spot advertising (as such term is commonly used in the industry) consistent with Representative's past practice for Network and other regional sports networks.

(e) Network will from time to time, and as soon as reasonably practicable after Representative's request, advise Representative of its rate card (which rate card shall be the same rate card that Network uses for the Local Territory and for national advertising sales) for advertising time on the Service that is available for sale by Network. Network's current rate card is annexed in Exhibit A.



(f)



(g) Network agrees to provide Representative within fifteen (15) days after the end of each calendar month with customary affidavits of performance in connection with the advertisements that are placed by Representative pursuant to this Agreement. Representative will bill the advertiser for such advertisements as soon as reasonably practicable (but no later than fifteen (15) days after Representative has received all applicable affidavits of performance) after Representative's receipt of such affidavits of performance; provided that, with respect to national spot advertising (as such term is commonly used in the industry), Network will continue billing and collection consistent with past practice.

(h) Network will endeavor in good faith to clear all advertisements in accordance with any order that has been approved and accepted by Network hereunder; provided, that Network will not be deemed in breach hereof for any inadvertent failure to clear an advertisement on the Service. If, despite such good faith endeavor, Network fails to clear an advertisement, Network will provide the advertiser a suitable "make-good" consistent with industry standards, such make-good being such advertiser's and Representative's sole recourse.

(i) Representative will not sell any direct response or per inquiry commercials, infomercials or trade/barter spots without Network's prior written consent.

4. (a) Subject to Section 4(b), Representative will be entitled to a commission of [REDACTED]

"Net Billings" means, with respect to any period, gross billings from cash sales of Network's national advertising time by Representative that is run during such period, less customary agency commissions and bad debt.

(b) Representative will pay to Network, for each advertising spot sold hereunder, an amount equal to the Net Billings for such spot. Such payment will be made within thirty (30) days after the end of the month in which Representative receives payment for such spot. Representative's commission shall be paid, with respect to any advertising spot sold hereunder, by Representative retaining such commission from payment received by Representative for such spot, it being understood that no commission shall be earned until payment has been made. Representative's payment obligations and right to retain commissions for advertisements placed hereunder prior to any expiration or termination of this Agreement will continue notwithstanding such expiration or termination. Representative will use commercially reasonable efforts to collect all billings but will not be required to make any payment in respect of billings that prove uncollectible despite such collection efforts. [REDACTED]

(c) Notwithstanding the foregoing, Representative's commission will be [REDACTED]

5. Subject to Section 3 above, Network will make available to Representative, with respect to each program included as part of the Service, [REDACTED]

[REDACTED] such time to be distributed by Network within the program on a fair and equitable basis as compared to spots allocated to Network and its licensees and distributors. Representative may sell the Allocated Time in accordance with the terms and conditions of this Agreement. Network may also sell the Allocated Time (i) as long as any such sale is made subject to preemption by a sale of such time by Representative, or (ii) such sale occurs within 1 week of the air date and such time has not yet been sold by Representative.

6. (a) Representative will endeavor in good faith to maximize Net Billings hereunder and will treat Network on an overall basis equitably and fairly as compared with any other regional sports network represented by Representative or by any related party of Representative in connection with national advertising sales. Network acknowledges and agrees that another regional sports network will not be deemed to be receiving more favorable treatment